

2009-2010 U.S. Rotary Club President:

Please read the following information on the U.S. Rotary Club and District General Liability Insurance Program ("Program") for the 1 July 2009 – 1 July 2010 policy year. ***Please share this information with your fellow Rotarians.***



The Program provides coverage to active U.S. Rotary clubs and districts (including its Rotarians and volunteers in their roles as such for the club or district) for their liability arising out of bodily injury to a third party or damage to a third party's property, subject to policy terms and conditions.

1. **2009-10 Program Summary.** Enclosure (1) is an overview of the insurance coverage provided under the Program. This summary and other useful insurance information can be found on the insurance webpage at: www.rotary.org/en/Members/GeneralInformation/Insurance.
2. **Coverage for Injuries Sustained by Rotarians and Volunteers.** The Program does not provide coverage for bodily injury or property damage sustained by a first party insured, such as a Rotarian or volunteer. All Rotarians and volunteers are expected to have their own personal health and property insurance.
3. **Use of Golf Carts and Other Mobile Equipment.** We have had numerous claims arising from the use of mobile equipment. When using mobile equipment during a Rotary club/district event, please take precautions to ensure the safety of the passengers and bystanders. Enclosure (2) are loss control guidelines for the Use of Golf Carts and other Mobile Equipment.
4. **Claim Reporting.** When there is an incident arising from a club/district event or activity, it must be reported immediately to allow for the incident to be properly investigated. Claim forms can be found on the insurance webpage. Claim reports should be submitted to the Rotary International (RI) Risk Management by e-mail to insurance@rotary.org or by fax to (847) 556-2147.

Note: Do not admit liability or suggest compensation will be offered. Do not try to handle the claim without the assistance of the insurance company. You could jeopardize coverage for your club/district if you assume any obligation or offer, agree to any settlement, or pay any legal or medical costs. There have been instances where the Rotary club tried to resolve the matter on their own, but have only exacerbated the situation.

5. **Event Planning for Festivals, Carnivals, Firework Displays, Parades, etc.** We strongly recommend that your club/district enter into written contracts with any entity that will be performing services on your club/district's behalf. The contract should contain provisions that transfer the liability risk to the entity that controls the risk. Such provisions include indemnification and requiring the other party to name your Rotary club/district as an Additional Insured on their general liability insurance policy. You should always request a certificate of insurance and a policy endorsement to confirm this coverage. Local legal counsel can assist you with the appropriate contract language.
6. **Use of Rotary Name and Rotary Emblem.** Rotary clubs and districts using the Rotary name must include the name of the participating Rotary club/district immediately following or preceding the name "Rotary." When using the Rotary emblem, the name of the participating club/district should appear in close proximity to and equal prominence with the Rotary emblem. Enclosure (3) are guidelines on the use of the Rotary name and mark.

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7. **Directors & Officers/Employment Practices Liability (D&O/EPL) Insurance.** Due to the favorable results of the 2008 survey, RI Risk Management is further investigating the feasibility of adding D&O and EPL coverage to the Program. A formal proposal will be presented to the RI Finance Committee in October and the RI Board in November. If this initiative is approved, coverage is planned to begin 1 January 2010. Further information will be distributed to Rotary Club Presidents and District Governors on the outcome of the meetings in mid-November/early December.
8. **Athletic Activities.** The Program does not provide coverage for payments for medical expenses arising from the bodily injury to a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests unless there is legal liability resulting from the negligence of your club/district.
9. **Interact Projects.** The Program provides coverage for Interact projects only when the project or activity is supervised and controlled by the sponsoring U.S. Rotary club. Rotary clubs should require proof of health insurance (traveling within U.S.) or travel medical insurance (traveling outside of U.S.) for any projects that involve the students traveling.
10. **Providing Additional Insured Status to Other Entities.** Additional Insured status will **ONLY** be provided if required in a written and signed contract, agreement, or permit. An Additional Insured is a person or organization not automatically included as an Insured under an insurance policy, but for who limited insured status is granted. Additional Insured status does not extend full general liability insurance coverage to other entities, but rather provides limited coverage for an entity in the event a claim arises from your club or district's acts or omissions. *An Additional Insured is not covered for its own acts or omissions.*
11. **Certificate of Insurance.** Enclosure (4) is the 2009-10 certificate of insurance. Certificates can also be found on the insurance webpage.
12. **Loss Control Guidelines** are available on the insurance webpage at: www.rotary.org/en/Members/GeneralInformation/Insurance
13. **2009-10 Annual Assessment Rates.** The 2009-10 rates per member are:

Country/State	2009-10 Rate
CA/CO/FL/NJ/NY/RI/TN	\$4.50
AL/HI/MA/OR/PA/TX/WA	\$3.03
U.S. - All other states	\$2.35
U.S. Territories & Possessions	\$1.08

Note: The cost of the Program is directly related to the loss severity and frequency being experienced by clubs in those particular states.

If you have any coverage questions please contact **Lockton** by phone at (800) 921-3172 or e-mail at rotary@lockton.com. Lockton is available 8:30 am – 4:30 pm CT, Monday – Friday.

Sincerely,

Jodi Steel
Risk Manager

Enclosures (5)

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